

2020 Pensacola Mardi Gras VENDOR AGREEMENT



In order to sell merchandise during and at the *(please check event you will be participating in)*

_____ **2020 Pensacola Mardi Gras Kick Off Celebration, Saturday, January 4, 2020**

_____ **Pensacola Grand Mardi Gras Parade on Saturday, February 22, 2020,**

I, _____, representing _____ (company), which I am _____, (title for company) agree to the following terms and conditions.

- I agree to pay Pensacola Mardi Gras, Inc a one-time fee of:
 \$300.00 for the 2020 Pensacola Mardi Gras Kick Off Celebration and /or
 \$400.00 for the 2020 Pensacola Grand Mardi Gras Parade
 regardless of the amount of merchandise sold on this date for a 10x10 vending space along the event route.

_____ 10X 10 TENT _____ FOOD TRUCK/TRAILER _____ PUSH CART
 (_____ Size of Truck/Trailer)

- It is my responsibility to be fully permitted as required by the State of Florida, Escambia County, and the City of Pensacola.
- It is my responsibility to be in compliance with the Health Department as required by the State of Florida, Escambia County and the City of Pensacola.
- I agree to be responsible for all sales tax and other tax issues related to the sale of merchandise sold by my company or organization.
- I understand that I must send payment to Pensacola Mardi Gras, Inc. **before January 2nd** (for the January 4th event) and / or **February 14nd** (for the February 22nd event and if there are any charges incurred, I will be responsible for payment).
- I have read the Vending Rules and Regulations and agree to abide by them. _____ (initial here)

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In exchange for the right to participate in the above checked event(s) (“the event(s)”), the undersigned, a duly authorized representative of _____, an organization participating in the event(s) (“the Organization”) agrees to indemnify and hold harmless the City of Pensacola, Pensacola Mardi Gras, Inc. and related entities, all agents, employees and volunteers of said organizations from any claim or expense of whatever kind or nature arising out of activities as a participant of the event(s) of the undersigned Organization and any of its representatives or individual participants. This indemnification and hold harmless agreement shall be governed in all respects under the laws of the State of Florida.

Signed this _____ day of _____, 20_____.

VENDOR

PENSACOLA MARDI GRAS, INC.

Signature _____

Signature _____

Printed Name _____

Amy G. Newman, Executive Director

Printed Name _____

Vendor Contact:

***Must have a cell number for day of event!**

Email: _____

Cell*: _____

Office: _____

Website: _____

_____ 10x10 Space

_____ additional 10 x 10 Space

\$ _____ Total Amount Due to PMGI

PENSACOLA MARDI GRAS, INC. VENDOR APPLICANT RULES AND REGULATIONS



Pensacola Mardi Gras, Inc. (PMGI) reserves the right to accept or reject all applications.

PMGI reserves the right to review all applications and make vendor decision based on the need for products and the need to avoid over saturation of other products.

No independent vendor will be granted exclusivity at any of the 2020 Pensacola Mardi Gras events.

All vendors must display badge/credentials from PMGI in order to operate. If you do not have a badge/credentials PMGI reserves the right to have you and your equipment escorted off of the route by the City of Pensacola Police Department.

Due to lack of time to verify checks, they will not be accepted on Event Day. Vendor fees will be collected in cash, cashiers check, or money order from all vendors.

All Vendor fees are NON-REFUNDABLE.

Vendors are only allowed to sell food or novelties NOT both.

Vendors MUST PROVIDE PMGI an attached a copy of their insurance with the City of Pensacola and Pensacola Mardi Gras as additional insures.

Vendors are responsible for obtaining all needed permits and licenses. Those permits and licenses may include: City festival license, tent permit, health department license, and/or propane permit from the City of Pensacola Fire Department. Permits will be awarded only to vendors who have been approved by PMGI and have documentation to that fact.

Vendors may be required to provide proof of all necessary licenses, permits, state sales tax certificate, and liability insurance at anytime during the event. Please have the appropriate documentation available.

All Vendor fees submitted prior to parade day are subject to \$35.00 return check fee for all checks returned because of Non-sufficient funds. Failing to reimburse PMGI for the initial monies and the NSF charge PMGI will not allow you to be a vendor for 5 years after which, it is the discretion of PMGI to decide if you can become a returning vendor.

PMGI has exclusive sponsorship agreements that provide for the exclusive sales of specific product lines by vendors choosing to sell in that category. All vendors are required to adhere to the exclusivity agreements.

Vendors will not display or offer for sale any item that is imprinted or affixed with PMGI logo or reproductions of all or part of the official poster and T-shirt without prior written approval of PMGI.

Attendance at the event is weather related. PMGI, its Board of Directors or authorized representatives make no guarantees, representations, or compensation regarding attendance.

Applicant agrees to NOT hold PMGI, its Board of Directors or authorized representative liable regarding weather, acts of God, acts of terrorism, governmental intervention, or any other incident that may prevent and/or interrupt the events causing a loss of business.

Vendors are responsible for trash pick-up and removal from their assigned location and 10 feet surrounding the area.

Vendors, their staff, helpers, or anyone associated with vendor shall obey all laws associated with event day, including Local, State and Federal laws.

All booths are to be set up and ready for operation on the following days by the following times:

Saturday, January 4, 2020~ Mardi Gras Kick Off Celebration (Merchandise Vendors Only) 5:00 p.m. til 12:00a.m. (Set up may begin @ 4:00pm no earlier)

Saturday, February 22, 2020~ Pensacola Grand Mardi Gras parade 11:00 a.m. till 8:00 p.m. (Actual set up time will begin at 9:00am. No Vendor will be permitted on parade route after 11:00 am) all vendors will immediately break down following the parade.

Any vendor caught selling beyond these times will not be invited back next year and will have a 5 year penalty.